

RESOLUTION No. 2018-12

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT CONCERNING THE ADJUSTMENT OF A PORTION OF THE COMMON BOUNDARY BETWEEN VINEYARD CITY AND LINDON CITY.

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. § 11-13-101 et. seq. (the "Interlocal Cooperation Act"), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, Vineyard City ("Vineyard") and Lindon City ("Lindon") are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, Vineyard and Lindon anticipate entering into a real estate transaction in which Vineyard will purchase real property, described and set forth in Exhibit A of the Interlocal Cooperation Agreement, from Lindon to be held and used so as to be exempt from property taxes under Title 59 of the Utah code; and

WHEREAS, it is the Parties' intent to adjust their boundaries so that the real property purchased by Vineyard will be included within the corporate limits of Vineyard City; and

WHEREAS, the Parties agree that if any time within the next 50 years, the real property described in Exhibit A of the Interlocal Cooperation Agreement is sold, conveyed, or transferred to any third party, or if it is held and used in such a way so as to lose its exempt status under Title 59 of the Utah code, the Parties will agree to readjust their boundaries so that the real property lies within the corporate limits of Lindon City; and

WHEREAS, Vineyard has reviewed the proposal and the city attorney has approved the form of the Agreement as required by Utah Code Ann. 11-13-202.5(3); and

WHEREAS, after careful consideration, Vineyard has determined that it is in the best interests of the health, safety and welfare of the citizens of Vineyard to approve the City's entry into the Agreement as proposed.

NOW, THEREFORE, BE IT RESOLVED by the Vineyard City Council that the attached Agreement be, and hereby is, approved, and that the Vineyard City Mayor and Recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

Agreement lawfully binding upon Vineyard City.

PASSED AND RECORDED THIS 22 DAY OF August, 2018.


Julie Fullmer, Mayor

ATTEST:


Pamela Spencer
Vineyard City Recorder

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made effective between Lindon City ("Lindon"), and Vineyard City ("Vineyard").

- A. Utah Code Ann. §11-13-202 and other provisions of the Interlocal Cooperation Act (Utah Code Ann. §§11-13-101 et seq.) ("Interlocal Act") provide that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.
- B. Lindon and Vineyard are public agencies for purposes of the Interlocal Act.
- C. The Parties intend to the sell and transfer real property, described and set forth as Parcel 1 in Exhibit A of this Agreement, from Lindon to Vineyard, to be held and used as real property which is exempt from property tax under Title 59 of the Utah code.
- D. The Parties also intend to enact a boundary adjustment of a portion of their common boundary as set forth in Exhibit B so that the real property which is to be transferred will be within the corporate limits of Vineyard City.
- E. The Parties also agree that if at any time within the next 50 years, the real property described in Exhibit A of this Agreement is sold, conveyed, or transferred to any third party, or if it is held and used in such a way so as to lose its exempt status under Title 59 of the Utah code, the boundary between the cities should be readjusted so that the real property of Parcel 1 in Exhibit A would once again lie within the corporate limits of Lindon City.
- F. The Parties desire to memorialize their agreement concerning such matters, and have determined that their entry into this Agreement is mutually beneficial.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Transfer and Use of Real Property.

Lindon and Vineyard, have executed, or will execute a real estate purchase agreement for the transfer of the real property currently located within Lindon near the Lindon Boat Harbor, and as more fully described as Parcel 1 in Exhibit A. All terms and conditions of the real estate purchase agreement and corresponding deeds executed by Lindon and Vineyard shall be independent and separate from this Agreement and are not included or incorporated herein. However, upon transfer of title, and during the term of this Agreement, Vineyard agrees that is will hold title to the identified property in its own name and that it will maintain the use of the property so as to maintain the tax-exempt status under Title 59 of the Utah code.

Section 2. Initial Boundary Line Adjustment.

The Parties agree that upon the sale and transfer of the identified property, the Parties will cooperate in executing a boundary adjustment pursuant to the requirements of §10-2-419 of the Utah Code so as to adjust the common boundary between Lindon and Vineyard so that the identified property will lie within the corporate limits of Vineyard City, as shown in Exhibit B. Each Party shall be responsible for their own cost and expense in preparing and executing their own notices, resolutions, ordinances, and other filings necessary to affect the boundary adjustment as contemplated by this Agreement.

Section 3. Subsequent Boundary Adjustment if Necessary.

If at any time during the term of this Agreement, Vineyard transfers title, or otherwise puts the property identified as Parcel 1 in Exhibit A to such a use so that the property loses its tax-exempt status under Title 59 of the Utah code, the Parties shall cooperate in executing another boundary adjustment of their common boundaries

so as to return the identified property to lie within the corporate limits of Lindon City. In the event that a second or subsequent boundary adjustment is necessary, as provided under this Section, Vineyard City shall be responsible to bear the cost and expense of both cities in executing the subsequent boundary adjustment including all notices, resolutions, ordinances, and other required filings.

Section 4. Term.

The term of this Agreement shall be for a duration of 50 years.

Section 5. Additional Interlocal Act Provisions.

In compliance with the requirements of the Interlocal Act and other applicable law:

- A. No Separate Entity. The Parties agree that this Agreement does not create an interlocal entity.
- B. As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the city managers of Lindon and Vineyard or their or designees.
- C. Financing and Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- D. Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the Parties in accordance with Utah Code Ann. § 11-13-202.5.
- E. Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of the records of each Party pursuant to Utah Code Ann. § 11-13-209.

Section 6. General Provisions.

The following provisions are also integral parts of this Agreement:

- A. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties.
- B. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
- C. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- D. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- E. Waiver of Breach. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.
- F. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties.

G. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

H. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received:

- i. Upon personal delivery or actual receipt thereof; or
- ii. Within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.


I. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of the Agreement.

IN WITNESS WHEREOF, Lindon City, by resolution duly adopted by its City Council, caused this Agreement to be signed by Mayor Jeff Acerson and attested, and Vineyard City, by resolution of its City Council, caused this Agreement to be signed by the Mayor Julie Fullmer and attested.


LINDON CITY


JEFF ACERSON,
Mayor

ATTEST:



Kathryn A. Moosman
Lindon City Recorder

APPROVED AS TO FORM:


Brian Haws
Lindon City Attorney



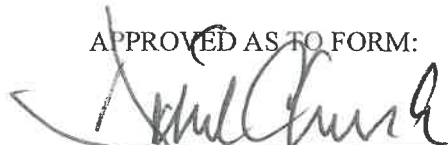
VINEYARD CITY


JULIE FULLMER,
Mayor

ATTEST:


Pamela Spencer
Vineyard City Recorder

APPROVED AS TO FORM:


David Church
Vineyard City Attorney



